

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ZURICH AMERICAN INSURANCE
COMPANY OF ILLINOIS,

Plaintiff,

v.

SUNSHINE TRUCKING, LLC,

Defendant.

Civil Action No.

COMPLAINT

Plaintiff Zurich American Insurance Company of Illinois (“ZAICI”), by way of Complaint against Defendant Sunshine Trucking, LLC (“Sunshine”) states as follows:

THE PARTIES

1. ZAICI is an Illinois corporation engaged in the insurance business with a statutory home office and its principal place of business located at 1299 Zurich Way, Schaumburg, Illinois 60196. ZAICI is authorized to transact business and has transacted business the State of Pennsylvania.

2. Sunshine is a limited liability company organized under the laws of the State of Pennsylvania with a principal place of business at 41 Adamson Street, Easton, Pennsylvania 18042. Upon information and belief, the only member of Sunshine is Jaskaran Singh, a resident of the State of Pennsylvania with an address at 4350 Crosswinds Drive, Easton, Pennsylvania 18045.

ALLEGATIONS

3. The amount in controversy between the parties is in excess of \$75,000.00
4. Jurisdiction is based on diversity of citizenship under 28 U.S.C. § 1332.

FACTUAL BACKGROUND

5. ZAICI repeats, restates and realleges the allegations of Paragraphs 1 through 4 as if fully set forth herein.

6. ZAICI issued a policy of workers compensation insurance to Sunshine under Policy No. WC 0120231-02 for the effective dates of August 1, 2018 to August 1, 2019 (“Policy”).

7. The Policy is an insurance contract which provides insurance coverage for certain liabilities of Sunshine as set forth in the Policy.

8. ZAICI fulfilled its contractual obligations and provided coverage afforded by the Policy.

9. Pursuant to the terms of the Policy, initial premiums are based on estimated information submitted by Sunshine to regarding its estimated exposure (i.e. payroll, salaries, etc.) for the effective dates of coverage.

10. Since initial premiums are based on estimated information, the Policy is subject to a post-expiration audit based on actual exposure during the effective dates of coverage. The audit can result in additional earned premiums or return premiums.

11. The audit of the Policy produced additional premiums in the amount of \$185,138.00.

12. ZAICI issued invoices and/or demands for payment of the audit premiums in a timely fashion.

13. ZAICI has repeated demanded payment of the \$185,138.00 balance owed by Sunshine and has attempted to collect same without success.

14. Sunshine has failed, refused and continues to refuse to remit payment of the audit premiums which Sunshine owes to ZAICI pursuant to the terms of the Policy, thereby resulting in damages to ZAICI in the amount of \$185,138.00.

COUNT ONE
(Breach of Contract)

15. ZAICI repeats, restates and realleges the allegations of Paragraphs 1 through 14 as if fully set forth herein.

16. The Policy is a written contract.

17. Sunshine failed and refused to remit payment of the audit premiums in the amount of \$185,138.00 pursuant to the terms of the Policy.

18. Sunshine has breached the insurance contract between the parties by its failure and refusal to remit payment of the audit premiums which it owes to ZAICI pursuant to the terms of the Policy.

19. ZAICI has consistently met its contractual obligations to Sunshine.

20. Sunshine, through its failure and refusal to remit payment, has breached the contract, i.e. the Policy.

21. Sunshine's failure and refusal to pay the \$185,138.00 balance which the owe to ZAICI has resulted in damages to ZAICI in the amount of \$185,138.00, plus interest, attorney's fees, expenses and court costs.

WHEREFORE, ZAICI demands judgment against Sunshine in the amount of \$185,138.00 for compensatory damages, together with attorney's fees, costs of suit, interest and such further relief as this Court deems just and proper

COUNT TWO
(Unjust Enrichment)

22. ZAICI repeats, restates and realleges the allegations of Paragraphs 1 through 4 as if fully set forth herein.

23. ZAICI has provided insurance coverage and related services to Sunshine for which Sunshine has refused to pay.

24. Sunshine acknowledged and accepted the insurance coverage and related services provided by ZAICI.

25. It would be unconscionable for Sunshine to retain the benefits of insurance coverage and related services without payment to ZAICI.

26. ZAICI has repeatedly demanded that Sunshine remit payment of the \$185,138.00 owed to ZAICI for the insurance coverage and related services provided by ZAICI.

27. Sunshine has failed, refused and continues to refuse to pay the balance due and owing to ZAICI, thereby resulting in damages to Sunshine in the amount of \$185,138.00.

WHEREFORE, ZAICI demands judgment against Sunshine in the amount of \$185,138.00 for compensatory damages, together with attorney's fees, costs of suit, interest and such further relief as this Court deems just and proper

COUNT THREE
(Account Stated)

28. ZAICI repeats, restates and realleges the allegations of Paragraphs 1 through 4 of this Complaint as if fully set forth herein.

29. ZAICI provide Sunshine with account statements.

30. Sunshine, being indebted to ZAICI upon accounts stated between them, promised to pay ZAICI upon demand.

31. Sunshine did not dispute the account statements provided by ZAICI.
32. ZAICI has failed, refused and continues to refuse to pay the \$185,138.00 balance which the owe to ZAICI, thereby resulting in damages to ZAICI in the amount of \$185,138.00, plus interest, attorney's fees, expenses and court costs.

WHEREFORE, ZAICI demands judgment against Sunshine in the amount of \$185,138.00 for compensatory damages, together with attorney's fees, costs of suit, interest and such further relief as this Court deems just and proper

THOMAS KADIAN LLC
Attorneys for Plaintiff
Zurich American Insurance Company of Illinois
90 East Halsey Road, Suite 390
Tel: (973) 996-4300
Fax: (973) 996-4310
sthomas@thomaskadian.com

September 14, 2020
Dated

/s/ Samuel J. Thomas
By: Samuel J. Thomas, Esq.
PA Bar No. 65343